

The Life of a Workers' Compensation Claim

Employer's Responsibilities

Labor Code 5401

The Employer will provide an *Employee's Claim Form for Workers' Compensation Benefits* (DWC-1/SCIF 3301) within one working shift of their knowledge of injury

The image shows the State of California Workers' Compensation Claim Form (DWC-1) and Petition del Empleado para la Compensación del Trabajador (DWC-1). The form is bilingual, with English on the left and Spanish on the right. It includes sections for employee information, injury details, employer information, and insurance details. The form is titled 'WORKERS' COMPENSATION CLAIM FORM (DWC-1)' and 'PETITION DEL EMPLEADO PARA LA COMPENSACIÓN DEL TRABAJADOR (DWC-1)'. It also includes a warning about the consequences of providing false information and a section for the employer to complete.

Knowledge is when any supervisor or lead person has been told or witnesses the injury

The employer has **one working day** after an Employee Claim Form is filed to authorize medical treatment.

Labor Code 6409.1

The Employer will complete and submit an *Employer's Report of Occupational Injury or Illness* (SCIF 3067) within 5 working days of knowledge of an injury.

Determining Liability

Three primary issues related to determining liability

- AOE/COE
- Labor Code 3202: Liberal Construction
- Medical Substantiation

AOE/COE – in order for a claim to be considered compensable under California Law

- Injury must **A**rise **O**ut of **E**mployment
- Injury must **O**ccur in the **C**ourse of **E**mployment

Labor Code 3202 -

Liberal Construction – Workers' compensation laws shall be liberally construed by the courts with the purpose of extending their benefits for the protection of persons injured in the course of their employment

Medical Substantiation - Every injury must be medically substantiated

- 30 day Employer Control –
 - Must be posted in a visible area that is frequented by employees
 - Should be a doctor from the MPN
- Pre-designated treating physician
 - Employer must provide every employee the opportunity to pre-designate a physician
 - The employee must pre-designate the physician prior to the injury
 - The doctor must agree to be pre-designated
 - Must be a doctor that has treated the employee prior to the designation and maintains the employee's medical records

- Medical Provider Network (MPN)
 - List of Doctors maintained by SCIF
 - All claims after effective date must treat with a doctor within the network
 - Employers can refer employees to the MPN

http://www.scif.com/MedFinder/medfinder_fset.htm

Three Types of Claims

Non-Disability

- Claims that result in 3 days or less of medically authorized temporary disability
- Less complex types of injury requiring limited medical oversight
- No Permanent Disability reasonably expected
- Do not involve legal representation
- Closed within 6 months
- Not used in calculating the State Contract Fees

Mini-Disability

- Claims resulting in more that 3 days of medically authorized temporary disability
- Less complex types of injuries requiring limited medical oversight
- No Permanent Disability reasonably expected
- Close within 9 months

Full-Disability

- Usually more complex types of injuries requiring moderate to extensive medical treatment
- Usually significant lost time from work
- Most likely will involve permanent disability
- May involve Vocational Rehabilitation or Supplemental Job Displacement Benefit
- May involve legal Representation
- Expected to be around over 1 year

Benefits

Industrial Disability Benefits (IDL)

- Authorized by SCIF according to medical substantiation
- Number of days used tracked by the employer
- Can use up to 365 days
- Must be used within 2 years from the first date used
- Can be used for medical appointments and partial days
- Any partial day counts as 1 full day against 365 day limit

Temporary Disability (TD)

- Paid by SCIF according to medical substantiation
- The rate is 2/3 of the injured employee's average weekly wage up to a maximum of \$840.00 per week (max may increase each year based on the State Average Weekly Wage)
- Must be paid within **14 days** of the **Employer Date of Knowledge** that disability exists or IDL is ending, and every 14th day thereafter
- Paid in 8 hours increments unless there is a wage loss situation
 - Medical appointments not covered by TD

For date of injury 4/19/04 and later

- 2 year limit from the Date First paid
- Limit of 104 weeks total
- The one year of IDL counts toward the 2 year limit
- Except catastrophic injuries as described in LC 4656

Seasonal TD rates

- Case Law – Jiminez
- Allows for two tier TD rates
 - In Season rate is 2/3 of average weekly wages
 - Off Season rate is 2/3 of average weekly off season wages with a minimum of \$126.00 per week
- Agency must notify SCIF of season starting
- SCIF has 14 days from start of season to increase TD rate

Vocational Rehabilitation (VRMA)

- Paid on Dates of injury up to 12/31/03
- VRMA paid to the injured employee once they become permanent and stationary when they are unable to return to work
- Maximum benefit is \$246.00 per week
- The injured employee can chose to supplement with permanent disability up to their TD rate
- Cap of \$16,000.00 once Notice of Potential Eligibility (NOPE) letter is sent (includes cost of counselor, schools and needed equipment)
- Can be settled up to \$10,000

Supplemental Job Displacement Benefit (SJDB)

- For Dates of injury 1/1/04 and later
- Replaces Vocational Rehabilitation
- Claim must be finalized to be paid
- Determined by the settlement amount up to \$10,000
- Covers cost of schooling only
- Paid directly to a school or Vocational program

Permanent Disability

- Starts 14 days after IDL/TD ends or after P&S
- Based on Medical Findings
- Weekly rates vary depending on the percentage of PD, date of injury and the injured workers' earning at the time of the injury. The current maximum is \$270.00 per week
- Each PD percentage has an assigned number of weeks of compensation
- The number of weeks and the rate is based on legislation in affect on the date of injury
- The number of weeks can vary from year to year

Life Pension

- Paid on claims with PD ratings of 70% or more
- Starts 14 days after PD ends
- Usually about half of the PD weekly rate
- Paid for the rest of the injured employee's life

- 100% disability – the injured employee will receive their TD rate for the rest of their life

Medical Treatment

Labor Code 4600

Whatever is medically **reasonable and necessary** to **cure or relieve** the effects of the industrial injury must be provided

As of 1/1/04

- All Workers' Compensation providers must have a Utilization Review program
- New Medical fee schedules – based on Medi-care fee schedules

As of 4/19/04

- Workers Comp providers can choose to have a Medical Provider Network(MPN)
 - Injured workers must treat with a doctor in the MPN unless they have pre-designated a physician
- Chiropractic and Physical Therapy limited to 24 visits each

Medical Control

Utilization Review (UR)

- Treatment must be based on ACOEM or other “Evidence based guidelines”
- Adjusters can authorize treatment
- Only a doctor can delay, modify or deny a treatment plan
- SCIF has 5 days from receipt to accept, modify or deny treatment unless additional information is needed
- Additional information must be requested within 5 days of receipt, SCIF then has 14 days to make a determination.

If time frames missed

- Case Law (Sandhagen) found if the provider does not make a determination within the required time frames, the treatment will be presumed correct
- Object to the treating physicians findings within 20 days

- Injured employee must go through the QME process
- ### SCIF UR Program

- District Office Health Consultants in each SCIF office
 - Doctors
 - Chiropractors
 - Nurses
- Blue Cross
- Comp Partners

If the injured worker disagrees with the Utilization Review decision, they must go through the QME process to resolve the dispute.

Objecting to Medical Findings

- Must object within 20 days of receipt of the medical report
 - Can be extended on represented cases if both parties agree
- Either party can object
 - Extent and Scope of treatment
 - Existence of New and Further disability
 - Permanent and Stationary status
 - Inability to engage in usual occupation

Qualified Medical Evaluator (QME)/Agreed Medical Evaluator (AME) Process

Once a Primary Treating Physician (PTP) finds the injured employee to be permanent and stationary (P&S), State Fund (SCIF) and the injured employee/Applicant's Attorney (AA) have **20 days to agree or object to the findings**.

- If all parties **agree**, the case will be worked up for a settlement authority request.
- If either party **disagrees**, the parties must proceed through the AME/QME process.

Unrepresented –

- If **SCIF agrees** with the PTP, but the **injured disagrees** –
 - ♦ the injured employee completes a Request for a Panel QME
 - ♦ sends it to the DWC (Division of Workers' Compensation)
 - ♦ The DWC issues a panel of 3 doctors
 - ♦ The injured employee has 10 days from receipt to pick a doctor and schedule an evaluation.
- If **SCIF disagrees** with the PTP, whether the injured agrees or not –
 - ♦ the injured employee has 10 days to complete the Request for a Panel QME and send it to the DWC
 - ♦ If the injured employee does not comply, SCIF completes the form
 - ♦ DWC issues a panel of 3 doctors
 - ♦ The injured employee has 10 days to pick a doctor and schedule an evaluation
 - ♦ If they do not choose a doctor, SCIF can pick the doctor and schedule the evaluation.

Represented –

- If **either party disagrees**
 - ♦ either party can object within 20 days (or if agreed upon by both parties, a longer period of time)
 - ♦ If objecting, an AME offer must be made
 - ♦ If a doctor can be agreed upon, that doctor makes all the final determinations on the file.
 - ♦ If a doctor **can not be agreed upon**
 - **Prior to 1/1/05 –**
 - both parties obtained their own QME to make the final determinations
 - we tried to negotiate a settlement somewhere in between the two doctors
 - **After 1/1/05 –**
 - Either party can request a panel of QME doctors
 - Once panel received from the DWC, each party has three days to strike one doctor from the list
 - The last doctor left on the list is considered the AME. This process has been coined “the last doc standing”
 - If either party fails to strike a doctor timely, the other party may just pick a doctor and schedule an evaluation

- This doctor becomes our AME and makes all the future and final determinations on the file.

Permanent Disability

Permanent Disability –

The residual effects of industrial injury as ascertained and described by physicians when the employee’s condition becomes “**permanent and stationary**” or has reached “**maximum medical improvement**”.

“P&S” or “MMI”

A condition is considered “P&S” or “MMI” when it has **stabilized and is unlikely to change in the next year.**

Physicians provide information about the injured employee’s permanent impairment and limitations. The medical findings and conclusions are then translated into a permanent disability rating based on procedures and benchmarks set forth by the Labor Code and the Permanent Disability Rating Schedule.

Prior to 1/1/05 –

- PD ratings based on the injured employees “**inability to compete in the open labor market**”.
- PD ratings determined by the adjuster interpreting the information reported by the physician.
- Physician would report on
 - objectively measurable limitations (e.g. amputation, loss of motion)
 - subjective complaints (e.g. pain)
 - work restrictions the employee could not perform or should not perform to prevent any further injury (e.g. no heavy work, limited to substantial work).
- Adjuster uses a formula to convert the findings of the physician into a PD Rating

After 1/1/05 –

- PD ratings based solely on the objective findings of the physician.
- The physician now required to measure the medical history and objective findings against the **Activities of Daily Living**
- The physician is required to report an impairment using the **American Medical Association (AMA) Guides to the Evaluation of Permanent Impairment (5th edition)**.
- The impairment standard provided by the physician
- The adjuster adjusts the rating to account for the diminished future earning capacity. (Replaced the “inability to compete in the open labor market”)

The Activities of Daily Living:

- ☐ Self Care
- ☐ Communication
- ☐ Physical Activity
- ☐ Sensory Function
- ☐ Non-specialized hand activities
- ☐ Travel
- ☐ Sexual Function
- ☐ Sleep

Impairment vs. Disability

Impairment – loss, loss of use or derangement of any body part, organ system or organ function

Disability – effect of impairment on the ability to meet personal, social or occupational demands

Ratings can range from 0% to 100%.

- Zero percent signifies no reduction in their ability to meet personal, social or occupational demands
- 100% represents *legal* total disability. Total disability does not mean that the employee cannot work, but rather represents a level of

disability at which they would not normally be expected to be able to successfully meet personal, social or occupational demands.

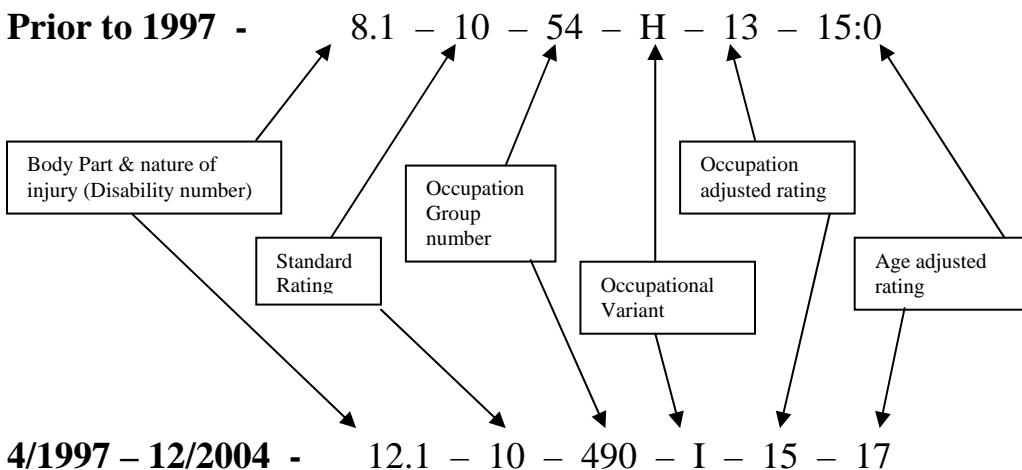
RATINGS

- Currently 3 (three) Schedules for Permanent Disability Rating (PDR).
 - The first was developed in 1914 and revised in 1978.
 - The second schedule was adopted April 1, 1997. The only basic differences in the first and second schedules were the disability numbers changed and the occupation codes went from two digits to three.
 - The third PDR was adopted by emergency regulations on 1/1/05. This rating schedule changed the ratings quite a bit. It could still be changed pending passage of the final regulations.

(The following ratings are examples for a 50 year old, safety officer, with a low back injury)

Old Formulas

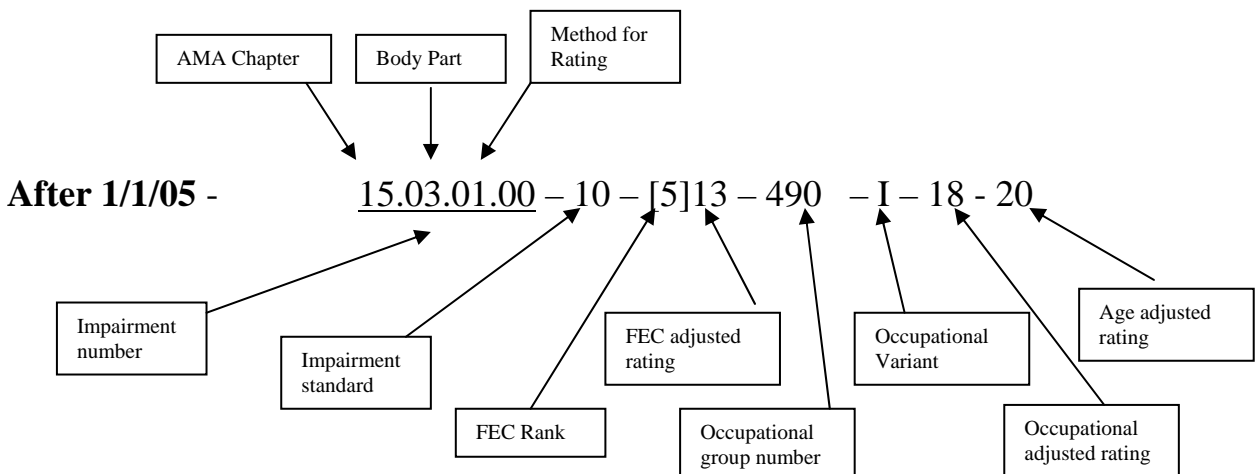
Prior to 1997 -



4/1997 - 12/2004 -

12.1 - 10 - 490 - I - 15 - 17

New Formula



1. Nature of injury

- **Prior to 1/1/05 – Disability number**
 - The Permanent Disability Rating Manuals (PDR) divide disabilities into 21(pre 97) and 14 (pre 05) main categories
 - Each category corresponding to a major body part or function.
 - The categories are then subdivided to incorporate more specific injuries to that body part. The subdivisions are numbered to the left of the decimal.

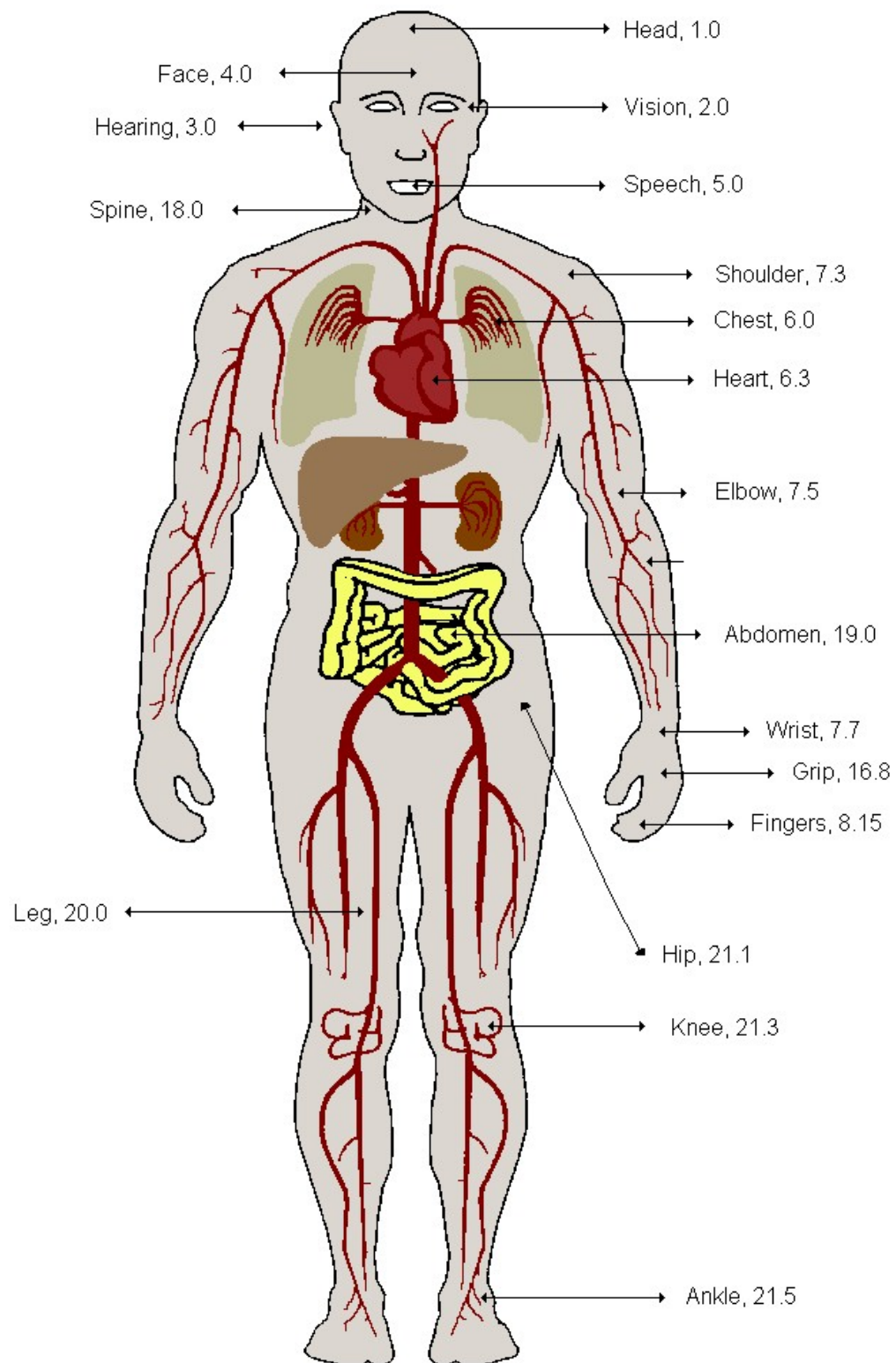
Example - A lower extremity injury would have a disability number of 14 (under the 4/97 PDR) and the knee would have a disability number of 14.5 and the hip 14.3.

- **After 1/1/05 – Impairment number**
 - The Impairment number corresponds to the chapter in the AMA Guides.
 - Each Chapter covers a body part or body function.

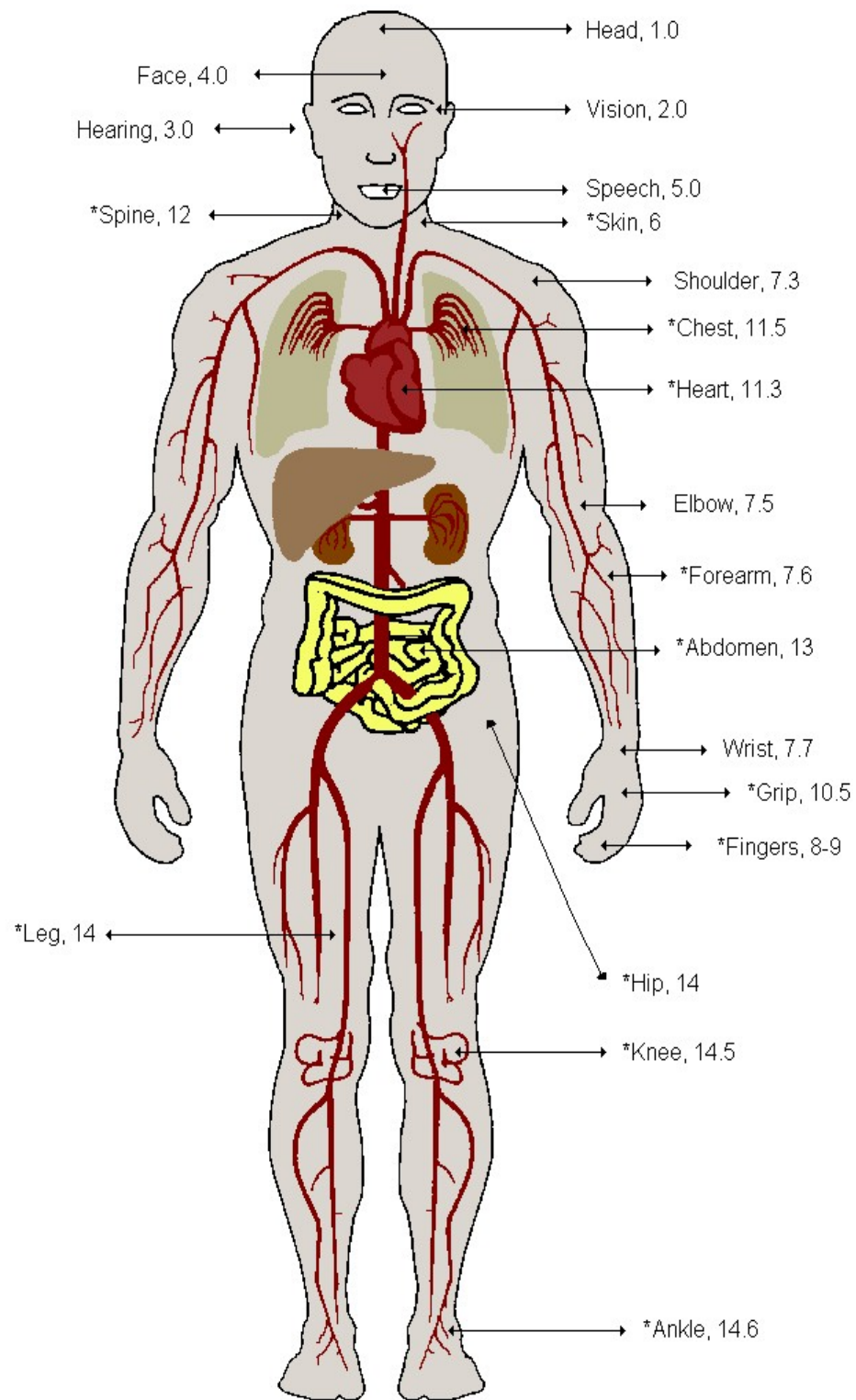
Example - The lower extremities are covered under chapter 17. So an impairment that starts with a 17 is a lower extremity.

- The second number in the impairment number indicates the actual body part (e.g. hip is a 03, knee is a 05, etc.).
- The third number is the method the doctor used to rate the impairment (e.g. Range of motion, Atrophy, Diagnosis based estimate, etc.).
- The fourth number further defines the injury (e.g. soft tissue, fracture, etc.).

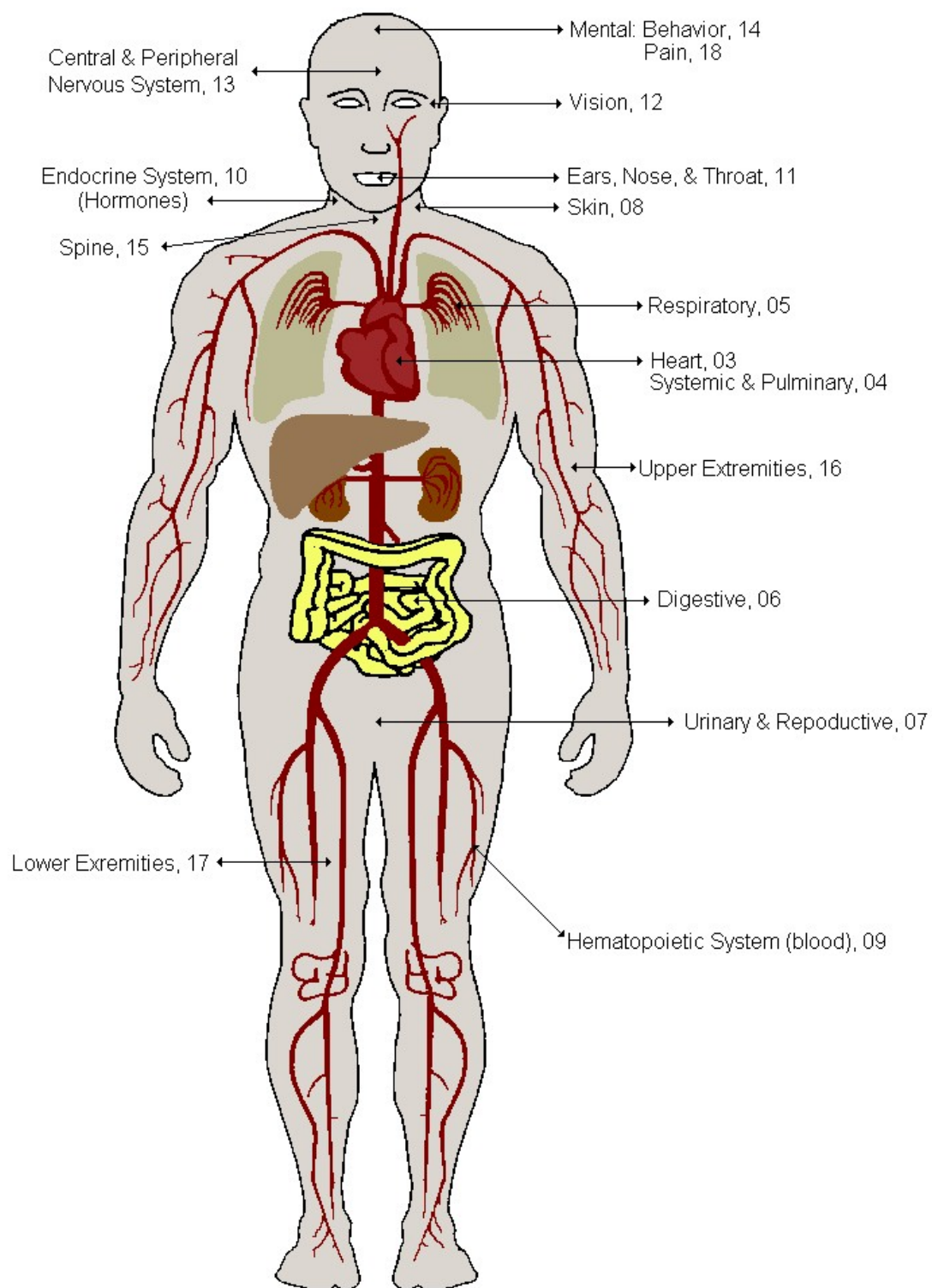
PERMANENT DISABILITY: Anatomical Drawing for DOI up to 3/31/97



PERMANENT DISABILITY: Anatomical Drawing fro DOI April 1, 1997+



PERMANENT DISABILITY: Anatomical Drawing for DOI after 1/1/05



2. Standard Rating or Impairment Rating

Both -

- Based on the medical findings and conclusions of the physician
- Represents the degree of disability for a theoretical average worker, (i.e. a worker with average occupational demands on all parts of the body and at the average age of 39).

Standard Rating –

- Determined by the adjuster based on findings reported by physician
 - The objective findings (e.g. amputation, loss of motion)
 - Subjective factors (e.g. pain complaints)
 - Work preclusions

Impairment Rating –

- Represents the degree of impairment based on
 - the medical history
 - current medical findings
 - the impact on the Activities of Daily living
- The physician reports the percentage of impairment and the basis for the rating
 - Must list all the pages, charts and tables he used to make his determination.

3. Future Earning Capacity (FEC)

- Dates of injury 1/1/05 or later
- Claims which employee has not returned to work prior to 1/1/05
- No time Lost, but not P&S prior to 1/1/05
- Each impairment number is assigned a FEC number in the PDR Manual

Since the Activities of Daily Living (ADL) did not include occupation, the FEC was used to help account for an employees “diminished future earning capacity”.

- FEC will cause the impairment rating to increase 10% to 40%, based on the type of injury, which gives us the FEC adjusted rating.

4. Occupational Group Number

- The **standard rating** (prior to 1/1/05) or the **FEC adjusted rating** (after 1/1/05) modified to take into account the requirements of the specific occupation that the worker was engaged in at the time of his/her injury.
 - If the occupation requires more than average use of the injured body part, the rating is modified upward
 - If the body part is relatively less important to the occupation, the rating is decreased.

5. Occupational Variant

- The occupational group number is determined
- We reference a chart in the PDR - determines the impact of the disability/impairment on the occupation
- Assigns a letter code - Each letter represents the demands on a body part in each occupation. (“F” is considered average demands, “E”, “D” and “C” represent progressively lesser demands, while “G”, “H”, “I” and “J” reflect progressively higher demands).

6. Occupational Adjusted Rating

- The Occupation variant applied to the standard rating/FEC adjusted rating, by using charts in the PDR to determine a new rating level.

7. Age Adjusted Rating

- The rating is adjusted to account for the injured employee’s age at the time of his/her injury.
- The average age is considered to be 37 – 41. (Any age lower than 37 will cause a decrease in rating as it is presumed that younger people heal more quickly and easily. Any age over 41 will cause the rating to increase as it is presumed that older people will heal less easily).

8. Apportionment

- The physician determines what percentage of the injury is related to the industrial injury and which percentage is pre-existing.
- The current laws provide that any pre-existing injury or cause of impairment should be apportioned
- The employer should pay for only the percentage of the impairment that was caused by the industrial injury
- Any pre-existing workers' compensation settlements will be **conclusively presumed** still in tact and will be apportioned.
 - In cases of pre-existing disabilities or conditions, the physician determines the percentage of disability which is related to the industrial injury. The percentage is written in front of the rating as follows:
70 (12.1 – 10 – 490 – I – 15 – 17) 12%

70 (15.03.01.00 – 10 – [5]13 – 490 – I – 18 – 20) 14%
 - In cases of prior industrial settlements, the awarded dollar amount is subtracted from the new amount of disability

Disability Evaluations Unit

Rating specialists at each WCAB office that provide disability ratings for claims. They can do three types of ratings.

- Summary Rating
 - Must have for all unrepresented claims from 1/1/91 to 1/1/94
 - No longer mandatory, but Judges require you prove you requested one
 - Can be issued on a PTP report or a panel QME report
 - Not binding on either party, but they are difficult to fight
- Formal Rating
 - Issued on litigated cases at the request of the Workers' Compensation Judge
- Consultative Rating
 - Not an official rating
 - Merely advisory and is usually obtained to assist in settling a claim
 - May be obtained regardless of legal representation
 - Not admissible in a judicial proceeding

+/- 15% for Regular, Modified or Alternative Work

For injuries occurring on or after 1/1/05, Labor Code §4658(d) states claims costs may be reduced for an employer that employs 50 or more employees if they offer the injured employee regular, modified or alternative work with in **60 days of a disability becoming permanent and stationary**.

All State agencies are considered to be one employer (The State is the State), therefore all qualify for decreases.

All offers of regular, modified or alternative work are governed by the definitions of Labor Code §4658.1

- **Regular Work** – The employee’s usual occupation or the position in which the employee was engaged at the time of injury and that offers wages and compensation equivalent to those paid to the employee at the time of the injury and located within a reasonable commuting distance of the employee’s residence.
 - The Wage and compensation for any increase in working hours over the average hours worked at the time of injury shall not be considered.
 - The employee may waive the condition that regular, modified or alternative work be located within a reasonable distance of the employee’s residence at the time of injury
 - The condition is waived if the employee accepts regular, modified or alternative work and does not object to the location within 20 days of being informed of the right to object.
 - The condition is conclusively deemed satisfied if the offered work is at the same location and same shift as the employment at the time of injury.
- **Modified Work** – Regular work modified so that the employee has the ability to perform all the functions of the job and that offers wages and compensation that are at the least 85% of those paid to the employee at the time of injury and located within a reasonable commuting distance of the employee’s residence at the time of injury
- **Alternative Work** – Work that the employee has the ability to perform, that offers wages and compensation that are a least 85% of those paid to the employee a the time of injury, and that is located with a reasonable commuting distance of the employee’s residence at the time of injury.

Increase vs. Decrease

- ❖ If within **60 days** of a disability becoming permanent and stationary, an **employer does not offer an injured employee regular, modified or alternative work for a period of at least 12 months**, each disability payment remaining to be paid from the date of the 60 day period shall be ***increased by 15%***.

Example: If the base rate is \$200/week, the payment will be increased to \$230/week (15% more).

- ❖ If within **60 days** of a disability becoming permanent and stationary, an **employer offers an injured employee regular, modified or alternative work for a period of at least 12 months**, and regardless of whether the offer is accepted or rejected, each disability payment remaining to be paid from the date the offer was made will be **decreased 15%**.

Example: If the base rate is \$200/week, the payment will be decreased to \$170/week (15% less).

- ❖ If the **employer terminates the regular, modified or alternative work** before the end of the period for which disability payment are due, the amount of each of the remaining payment shall **increase 15%**.

Example: If the base rate was \$200/week but this is initially reduced to \$170/week (15% less) due to an offer of regular, modified or alternative work, the remaining benefits would be paid at \$230/week.

- ❖ If an **employee voluntarily** quits then he/she will not be eligible for 15% increase of the remaining weeks of PD benefits from the time of leaving employment.

Example: If the base rate if \$200/week, payment will continue to be paid at \$170/week (15% less). Payments will **not** revert back to the base rate of \$200/week.

Settlement Process

Authority Requests

Once the medical file is complete, including reports addressing permanent and stationary, permanent disability and apportionment, SCIF will request authority from the employer to settle the claim(s).

The adjuster will

- Estimate the value of the claim
 - Permanent disability
 - Future Medical treatment
 - Any outstanding TD issues
 - Any outstanding medical liens
- Prepare a finalization worksheet
- Prepare an authority request
- Send it to the RTWC

Employer has 10 days from receipt to authorize the authority request or state any objections

- If there is not a timely response, SCIF can assume authority

The Authority requests will include:

Proposed Finalization for State Cases (Authority Request)

PROPOSED FINALIZATION FOR STATE CASES			
DATE: 6/13/2005		DUE DATE: _____	
TO: _____		AGENCY: _____	
FROM: _____		SCIF OFFICE: State Contracts - Sacramento	
NAME: _____		SS#: _____	
WORK LOCATION: _____		OCCUPATION: _____	
CLAIM NUMBER:	1. _____	2. _____	3. _____
DATE OF INJURY:	1. _____	2. _____	3. _____
NATURE OF INJURY(IES)		PARTS OF BODY	STATUS
1. _____		_____	_____
2. _____		_____	_____
3. _____		_____	_____
WORK STATUS: _____			
REHABILITATION STATUS: _____			
LITIGATION STATUS: _____		DATE: _____	ATTY: _____
APPLICATION FILED: _____		DATE: _____	SUBRO: _____
WCAB HEARING SET: _____		DATE: _____	RECOVERY: \$ _____
ISSUE(S) OF PERMANENT DISABILITY (RATING AS EXPRESSED IN PERCENT AND DOLLARS)			
	P&S DATE	PERCENT	AMOUNT
1. RATING OF TREATING PHYSICIAN:	_____	_____%	\$ _____
2. RATING OF PANEL PHYSICIAN:	_____	_____%	\$ _____
3. RATING OF AGREED MEDICAL EXAMINER:	_____	_____%	\$ _____
4. RATING OF (A) DEFENSE QME:	_____	_____%	\$ _____
(B) APPLICANT QME:	_____	_____%	\$ _____
(PLEASE ATTACH RATING FORMULA ALONG WITH PERTINENT MEDICAL REPORTS(S))			
<small>OTHER ISSUE: (I.E. AOE/COE, T.D., IDL, APPORTIONMENT, FUTURE MED., ETC.) PLEASE NOTE: IDL 3 YEARS POST C.O.I. WILL BE INCLUDED IN SETTLEMENT AS T.D. IF POSSIBLE: INCLUDE MERITS OF THE CASE TO JUSTIFY SETTLEMENT REQUEST.</small>			
ENTER NARRATIVE HERE:			
AUTHORITY REQUESTED: C&R _____ STIPULATION _____			
<div style="border: 1px solid black; width: 100px; height: 100px; margin: 0 auto; display: flex; align-items: center; justify-content: center;"> <div style="text-align: center;"> June 13, 2005 TL/State Contracts ADJUSTER </div> </div>		<div style="border: 1px solid black; width: 100px; height: 100px; margin: 0 auto; display: flex; align-items: center; justify-content: center;"> <div style="text-align: center;"> SUPERVISOR </div> </div>	
AGENCY AUTHORITY GRANTED: _____		DATE: _____	

Finalization Worksheet

See CRM Guideline 10-20-406

FINALIZATION WORKSHEET

Claim No _____ Employee _____ DOI _____

Occupation _____ DOB _____ PD Rate \$ _____ LP Rate \$ _____

☐ C&R ☐ STIP App's Attorney _____ Phone _____

ISSUES: ☐ AOE/COE ☐ SUBRO ☐ Open ☐ Closed ☐ N/A
If open, has settlement been discussed w/subro attorney? ☐ Yes ☐ No

Other _____

MEDICARE: Is employee currently receiving Medicare benefits? ☐ Yes ☐ No
Has employee applied for or is there a reasonable expectation the employee will be on Medicare within 30 months of C&R? ☐ Yes ☐ No
Medicare's interests will be addressed in the C&R ☐ Yes ☐ No

Voc Rehab Status: ☐ Not QIW ☐ SJDB eligible ☐ Not eligible for SJDB
☐ QIW If QIW: ☐ participating in services ☐ interrupted or deferred ☐ terminated ☐ Settled

CURRENT ESTIMATES: COMP \$ _____ MED \$ _____ TOTAL \$ _____

PAID TO DATE: TD \$ _____ VRMA \$ _____ VR SETTLEMENT \$ _____

PD ADV \$ _____ PD \$ _____ MED \$ _____

DEFENSE MEDICAL

MDT: _____

(ATTACH PDR PRINTOUT)

SPLIT %: _____

APPLICANT MEDICAL

MDT: _____

ESTIMATED FUTURE VALUES
(Use reverse side if more space is needed)

FULL	% DISCOUNT		FULL	% DISCOUNT
\$ _____	\$ _____	PDR	\$ _____	\$ _____
_____	_____	VR SETTLEMENT OR SJDB	_____	_____
_____	_____	FURTHER MED	_____	_____
_____	_____	OTHER: (TD, LIENS)	_____	_____
_____	_____	LIFE PENSION	_____	_____
\$ _____	\$ _____	TOTAL	\$ _____	\$ _____

SUGGESTED RANGE: \$ _____ TO \$ _____

☐ LESS PD ADVANCES OF \$ _____

☐ LESS O/S LIENS TOTALING \$ _____

STIP AT _____ %, \$ _____ FURTHER MED ☐ YES ☐ NO

REASON FOR C & R/STIP: _____

ADJUSTER/DATE

COMPANION CASES INCLUDED IN THIS SETTLEMENT: ☐ YES ☐ NO IF YES, LIST ON REVERSE SIDE.

SUPERVISOR'S REMARKS: _____

SUPERVISOR/DATE

SCIF 3283 (REV. 4-04)

Estimate

ESTIMATE EVALUATION WORKSHEET										

INJURED :					SCIF LIAB %: 100	CLAIM NO:				
ADJUSTER:					SUPERVISOR: Diane E Wells,claims	DATE:	3/14/05			
ESTIMATE TYPE: Routine Revision					LP:	DOI:	1/24/00			

FUTURE TEMPORARY DISABILITY:						PAID:	\$	37,722.65		
FROM: 0/00/00	THRU: 0/00/00	WEEKS	0	DAYS	0	RATE:	0.00	\$	0	
FROM: 0/00/00	THRU: 0/00/00	WEEKS	0	DAYS	0	RATE:	0.00	\$	0	
							\$	0		
							\$	0		
							\$	0		
-----						TEMPORARY DISABILITY TOTAL:				
						\$	37,723			
VR1 WEEKS	(PAID: \$ 0.00)					\$	0			
VR2 EVAL/TEST/COUNSELING	(PAID: \$ 0.00)				\$	0	\$	0		
VR3 TRAINING/EXPENSES	(PAID: \$ 0.00)				\$	0	\$	0		
							\$	0		
(VR CODE: 0)						VOCATIONAL REHABILITATION TOTAL:				
						\$	0			

SJDB PAID:\$.00	ESTIMATE:\$.00	SJDB TOTAL:		\$.00			

OCCUP: OA(T)	DOB: 1/31/59				RATE: \$160	PAID:	\$	2,800.00		
TRNS # SELECTED: 1	MDT%: 16:				NO. PDR TRNS: 2	\$				
%-	(12.1200- 20%-112D- 16- 16)				-	-	16			
Not P&S										
CL,Other:										
PD EST: \$	8,680	LP PAID: \$	0	LP EST:	0	\$	0			
						BURIAL EXPENSE/DEATH BENEFIT:	\$ 0			
						PERMANENT DISABILITY TOTAL:	\$ 8,680			
=====										
TOTAL ESTIMATED COMPENSATION:						\$	46,403			
=====										
MEDICAL						PAID:	\$	42,662.80		
DOCTOR FEES	1STYR	14x COST	115+FUTYR	1x L.E.	35.97	\$	5,747			
						\$	0			
						\$	0			
PHYSIO-THERAPY	1STYR	24x COST	85+FUTYR	1x L.E.	35.97	\$	5,097			
HOSPITAL						\$	0			
PRESCRIPTIONS	meds					\$	1,000			
TRANSPORTATION						\$	500			
SURGICAL PROC						\$	0			
NURSING CARE						\$	0			
MEDICAL/LEGAL	DEFEV	2+APPEV	2x COST	750		\$	3,000			
MISCELLANEOUS						\$	0			
						\$	0			
LIFE EXPECTANCY:	34.13					MEDICAL TOTAL:	\$	50,558		

LOSS EXPENSE AND REFORM ACT PENALTIES						PAID:	\$	1,060.56		
records						\$	1,000			
						\$	0			
						\$	0			
						\$	0			
LOSS EXPENSE TOTAL:						\$	1,194			
=====										
TOTAL ESTIMATED MEDICAL AND LOSS EXPENSE:						\$	51,752			

Balance Sheet

*****SCIF CLAIMS BALANCE WORKSHEET*****

03/15/05

BENEFITS PAYABLE

TD.....DOI: 05/08/96

061803 063003 602.00 1/6 1118.00

PAID AMOUNTS & BALANCE DUE

CLAIM NO:

PAID COMP (D.O. MASTER): 18806.00

TOTAL PAID PENALTIES: 242.00

PAID VR LOSS EXPENSE: 0.00

INJURED

PAYMENTS HEREWITH

pay inj 1: 880.00

pay inj interest 2: 6.30

pay AA 3: 120.00

4:

5:

6:

TD TOTAL: 1118.00

SJDB.....

SJDB TOTAL:

VR.....

SUBTOTAL: 1006.30

BALANCE DUE

WKS @ =

OTHER PAID/DUE

OTHER PAID/DUE SUBTOTAL:

NOTATIONS

ADJUSTER:

ATTY FEE W/HELD 12% AMT W/HELD

VR1 TOTAL: 0.00

VR2 TOTAL: 3827.00

VR3 TOTAL: 4582.70

VOC REHAB TOTAL : 8409.70

PD.....

ADVANCES LUMP SUMS: 1006.30

PD SUPPLEMENTAL AMOUNT: 0.00

050897 051898 154.00 53/5 8272.00

ADVANCE TOTAL: 9278.30

AWARD/DEATH BENEFITS

ADVANCES OR PD/DB TOTAL: 9278.30

OTHER.....

C & R: 1000.00

P&S DATE:

L.P. 0/0 WKS/D @ 0.00 : 0.00

LIFE PENSION

LP TOTAL: 0.00

PD PENALTIES 1: 242.00

OTHER ITEMS SUBTOTAL: 242.00

INT....INTEREST/DELAYED PAYMENT.....

PAY DATE:06/14/01 AWD DATE: 05/22/01

DAYS: 23 N/C INT: 6.30

TOTAL INT DELAYED PAY: 6.30

INTEREST ON COMMUTATION

INTEREST SAVED: (0) 0.00-

GRAND TOTAL PAYABLE: 20054.30

LP START: @ PER WK

GRAND TOTAL PAID/DUE: 20054.30

SCIF Rating (DOI prior to 1/1/05)

PERMANENT DISABILITY RATING SYSTEM

Claim #:
Date: 03/02/04

Injured's name:
Employer's name: TEALE DATA CENTER
WCAB #: 98SAC002
Occupation: ABTRACTOR 111

Transaction #: 1
Date of injury: 07/29/97
Age at DOI: 47
Avg. weekly wage: 1329.23

Adjuster:

Factors Of Disability

IMPAIRED FUNCTION OF THE NECK, SPINE, OR PELVIS:

STANDARD BASED ON MEDICAL REPORT/ESTIMATE

Final Formula

Appr. %		Subj.	Final %
	(12.1200 - 30 - 111 - C - 23 - 26)		26

The rating is 26.00% amounting to 101.75 weeks of disability payments at the rate of \$ 170.00 a week in the total sum of \$ 17297.50.

Adjuster's Notes

Report based on Dr 0109 report: work restriction precludes hvy wrk
p&s date 010901

tma

SCIF Rating (DOI Post 1/1/05)

Permanent Disability Rating Report

Event Date: 6/12/2005
Event Name: John Doctor 6/15/05 PTP

Examinee Name: Joe Claimant
Date of Birth: 6/15/1965
Social Security #: ____ - ____ - ____

PHYSICAL FINDINGS

LUMBAR SPINE (Chapter-15, Table 15-3/P.384):
DRE method was selected.
Lumbar Spine DRE is classified as Category III that calculates 10 % Impairment.

CERVICAL SPINE (Chapter-15, Tables 15-12/P.418, 15-13/P.420, 15-14/P.421) :
ROM method was selected for the following reasons: No injury reported and the cause is uncertain and the DRE method does not apply.

CERVICAL DISORDERS (CHAPTER-15, TABLE 15-7/P.404)	
III. Spondylolysis and Spondylolisthesis, not operated on	A. Spondylolysis or grade I (1%-25% slippage) or grade II (26%-50% slippage) spondylolisthesis, accompanied by medically documented injury that is stable, and medically documented pain and rigidity with or without muscle spasm.

Spine Nerves (Right): (Chapter 15, Table 15-15/P.421, 15-16/17/18/P.424)

PERIPHERAL NERVE	SENSORY GRADE	DEFICIT (%)	MOTOR GRADE	DEFICIT (%)
Spinal Nerve Root - C5	4	8	4	6

SPINE IMPAIRMENT SUMMARY

	Lumbar	Thoracic	Cervical
DRE Imp%	10	0	0
ROM Imp%	0	0	3
Disorders Imp%	0	0	6
Nerve Imp%	0	0	1
Regional Total Imp%	10	0	10
Spine Total Imp%	19		
Pelvis Imp%	0		
Corticospinal Imp%	0		

IMPAIRMENT SYSTEM AND RATIONALE Organ System and whole person impairment

(All calculations are based on Guides to the Evaluation of Permanent Impairment, 5th Edition. Combined values chart (Page 604) has been used throughout the application to combine impairments wherever necessary)

BODY PART OR SYSTEM	CHAPTER NO	IMPAIRMENT %
Spine	15	19

CALCULATED TOTAL WHOLE PERSON IMPAIRMENT: 19 %.

California Apportionment

DISABILITY DESCRIPTION	IMPAIRMENT	APPORTIONMENT	SUBJECTIVE
Cervical – Range of Motion – Spondylolysis, no operation	6% (WPI)	20	0

California PD Report

Date of Injury: 01/14/2005

Date of Birth: 06/15/1965

Age at DOI: 39

Occupation: Correction Offi

Group No.: 490

Average Weekly Earnings: \$1,200.00

Lumbar – Diagnosis-related Estimate

15.03.01.00 - 10 - [5] 13 - 490I - 18 - 18

Cervical – Range of Motion – Spondylolysis, no operation

80%(15.01.02.03 - 6 - [5] 8 - 490I - 12 - 12) 10

Lumbar – Diagnosis-related Estimate(18)

Cervical – Range of Motion – Spondylolysis, no operation(10)

18 combined with 10 = 26

26 % = \$220.00 per week * 106.75 weeks = \$23,485.00

If L.C. 4658(d)(2-3) applies:

* the weekly rate increased by 15% = \$253.00

* the weekly rate decreased by 15% = \$187.00

Signature

DEU Summary Rating

Department of Industrial Relations
DIVISION OF WORKERS' COMPENSATION
OFFICE OF BENEFIT DETERMINATION
DISABILITY EVALUATION UNIT
31 East Channel Street, Room 417
Stockton, Ca 95202-2314
209/948-3651

STATE OF CALIFORNIA
GRAY DAVIS, Governor

SUMMARY RATING DETERMINATION

DEU FILE NO:

DATE: April 9, 2001

Employee:
Oscar

Carrier:

STATE COMPENSATION INS FUND
P.O. BOX 659011
SACRAMENTO, CA 95865-9011

Employee Representative:

Formal Medical Evaluation of:
WIL D. D.C. dated 03-08-99

THIS PERMANENT DISABILITY RATING DETERMINATION IS BASED ON THE FOLLOWING FACTORS:

Date of Injury (DOI): 01-22-97
Occupation: PAROLE AGENT I

Age on DOI: 46

LIMITATION OF ABDUCTION OF RIGHT SHOULDER JOINT TO 160/180; INTERMITTENT MILD TO MODERATE SHOULDER PAIN WITH OVERHEAD REACHING AND LIFTING IN EXCESS OF 35-40 POUNDS; PRECLUDED FROM OVERHEAD REACHING OR LIFTING IN EXCESS OF 30 POUNDS; INTERMITTENT SLIGHT TO MODERATE NECK PAIN; PRECLUDED FROM VERY HEAVY WORK.

REC'D/COPY TO CLAIMS
APR 10 2001
SACRAMENTO

DEU Summary Rating (page 2)

Department of Industrial Relations
DIVISION OF WORKERS' COMPENSATION
OFFICE OF BENEFIT DETERMINATION
DISABILITY EVALUATION UNIT
31 East Channel Street, Room 417
Stockton, Ca 95202-2314
209/948-3651

STATE OF CALIFORNIA
GRAY DAVIS, Governor

SUMMARY RATING DETERMINATION

Page 2
DEU #:

7.3	-	2%	54I-	4-	4:2
12.1	-	15%	54I-	21-	23:0
					27:0

FUTURE MEDICAL TREATMENT REQUIRED

The Permanent Disability Rating is 27% of total disability which is equivalent to 107.75 weeks of disability payment. Based on average weekly earnings of \$1,119.92 the weekly rate is \$170.00 in the total sum of \$18,317.50. Payments commence within 14 days after the date of last payment of temporary disability indemnity.

By: 
Joe Carranza, Disability Evaluator

DEU FORM 102 (NEW 1-91)

A97681

Mandatory Settlement Conference (MSC)

Once Authority is provided, SCIF will attempt to negotiate a settlement. If we are unable to settle the claim we proceed into the litigation process.

Declaration of Readiness(DOR)

- Offer of settlement must be made prior to filing a DOR
- Parties must object to a DOR within 10 days
- MSC will be scheduled by the WCAB regardless of objection or not

Preparation for an MSC

- SCIF will request authority
- List of Witnesses
- All exhibits to be presented at trial
 - Medical
 - Investigation
 - Subrosa tapes
 - Personnel records
 - Misc. Documentation

Goal of the MSC is to resolve all issues.

If we are unable to settle, the case will be set for trial

- Discovery will most likely be closed by the Judge

Other things to Consider Prior to Settlement

5814 Penalties

- Labor Code 5814
- Prior to 6/1/04
 - 10% of full species of benefits (TD, PD, Medical, etc.)
 - Could be filed on any late payment regardless if it was found and paid as a self-imposed penalty by the adjuster
- After 6/1/04
 - Up to 25% of late payment
 - If late payment found and paid as self imposed 10% by SCIF prior to being filed by the app attorney, no additional payment should be due

132A

- Labor Code 132A
- The employer can not discriminate against the employee as a result of filing a workers' compensation claim
- The penalty is one-half the value of the claim (all species of benefits - TD, PD, VR & Medical - past, present and future), in addition to all entitled benefits, up to \$10,000

Serious and Willful (S&W)

- Labor Code 4553
- An employers knowledge of a hazard prior to an injury may expose the Department
- The penalty is one-half the value of the claim (all species of benefits - TD, PD, VR & Medical - past, present and future), in addition to all entitled benefits
- No limit

Medicare Set Aside

- Compromise and Release settlements only
- A Medicare Allocation Review is required...
 - If currently receiving Medicare benefits or will be in the next 30 months
 - If settlement is over \$250,000.00

Subrogation

- Third party liability claims
 - Motor Vehicle Accidents
 - Defective Products
 - ◆ Chairs, elevators, equipment, etc...
- Can only be filed if the claimant personally files suit against the third party
- Subrogation Legal Unit
- Recovery
 - Cash – deposited back to the case
 - Statutory Credit
 - ◆ SCIF takes credit for any further benefits due
 - ◆ Injured must provide receipts for medical treatment

Liens

- Filed by medical providers when medical treatment payments are in dispute
- Provider must pay \$100 to the WCAB to file a lien
- If the findings are against the employer, we reimburse the provider the \$100 fee, in addition to payment of the bill
- Provider can file a lien within
 - 6 months from the date of settlement
 - 5 years from the date of injury
 - 1 year from the date services were providedWhichever is later

Claims Resolution

There are four basic types of formal settlements or resolutions to a claim

1. Stipulations with Request for Award (stips)

**WORKERS' COMPENSATION APPEALS BOARD
STATE OF CALIFORNIA**

«Applicant»	<i>Applicant</i>
vs.	
«Defendant»; State of California Lawfully uninsured with State Compensation Insurance Fund as adjusting agent	<i>Defendants</i>

Case No: «WCABcaseNo»

**Stipulations
with Request
for Award**

The parties hereto stipulate to the issuance of an Award and/or Order, based upon the following facts, and waive the requirements of Labor Code Section 5313:

1. **«Applicant»**, born **«DOB»**, while employed within the State of California as **«Occupation»** on **«DOI»**, by **«Defendant»** whose compensation insurance adjusting agent was **State Compensation Insurance Fund** sustained injury arising out of and in the course of employment to the **«InjuredBodyPart»**.
2. The injury caused temporary disability for the period **«TDperiod»** for which indemnity is payable at \$ **«TDrate»** per week, less credit for such payments previously made.
3. The injury caused permanent disability of **«PDpercentage»**%, for which indemnity is payable at **\$«PDweeklyRate»** per week beginning **«PDbeginningDate»**, in the sum of **\$«PDtotalSum»**, less credit for such payments previously made. An informal rating **«InformalRating»** been previously issued.
4. There **«FutureMed»** need for medical treatment to cure or relieve from the effects of said injury.

WORKERS' COMPENSATION APPEALS BOARD
STATE OF CALIFORNIA

5. Medical-legal expenses are payable by defendant as follows:
- a) **Defendant has paid all medical-legal expenses, unless otherwise noted below.**
6. Applicant's attorney request a fee of \$ _____
7. Liens against compensation are payable as follows:
- a) **Lien of XXXX has been negotiated and settled for \$XXXX. Lien of XXXX has not been settled; negotiations have been unsuccessful. Jurisdiction of the WCAB is reserved.**
8. Other stipulations:
- a) **This settlement is within the range of medical evidence as reflected in the report(s) of Dr. XXXX, which rates (XX-XX-XX-XX) based on work preclusion of CAT X and of Dr. XXXX, which rates (XX-XX-XX-XX) based on work preclusion of CAT X. Parties stipulate to XX%.**
- b) **Interest on accrued benefits included if the award is paid within 25 days of receipt of Workers' Compensation Appeals Board approval.**
- c)

«Applicant» Date

«EEssNumber»
Applicant's Social Security Number

«ERaddress»
Employer's Address

«EEaddress»«EE City State Zip»
Applicant's Address

PO Box 659011 Sacramento, CA 95865-9011
Insurance Adjusting Agency's Address

Applicant's Attorney «EEattorney»

Defendant's Representative «SCIFclaimsRep»

«EEattorneyAddress»
Applicant Attorney's Address

PO Box 659011 Sacramento, CA 95865-9011
Authorized Representative's Address

Case No: «WCABcaseNo»
SCIF Claim No: «SCIFclaimNO»
DOI: «DOI»

WORKERS' COMPENSATION APPEALS BOARD
STATE OF CALIFORNIA

AWARD

AWARD IS MADE in favor of «Applicant» against «Defendant» for:

- A) Temporary disability indemnity in accordance with paragraph 2 above,
- B) Permanent disability indemnity in accordance with paragraph 3 above,
Less the sum of \$_____ payable to applicant's attorney as the reasonable value of services rendered.
Less liens in accordance with paragraph 7 above,
- C) Further medical treatment in accordance with paragraph 4 above,
- D) Reimbursement for medical-legal expenses in accordance with Paragraph 5 above,
- E) Stipulations in accordance with paragraph 8 above.

Dated:

Judge

WORKERS' COMPENSATION APPEALS BOARD

Copy served on all persons listed on
Official Address Record.

Date: _____

By: _____
(Signature)

2. Compromise and Release (C&R)

COMPROMISE AND RELEASE PLEASE SEE INSTRUCTIONS ON REVERSE OF PAGE 2 BEFORE COMPLETING FORM	STATE OF CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS DIVISION OF WORKERS' COMPENSATION WORKERS' COMPENSATION APPEALS BOARD	SCIF CLAIM NO. <u>«SCIFclaimNO»</u> CASE NO. <u>«CaseNo»</u> SOCIAL SECURITY NO. <u>«SSnumber»</u>
<u>«Applicant»</u> <small>APPLICANT (EMPLOYEE)</small>	<u>«ApplicantAddress»</u> <small>ADDRESS</small>	
<u>«Employer»</u> <small>CORRECT NAME OF EMPLOYER</small>	<u>«EmployerAddress»</u> <small>ADDRESS</small>	
<u>STATE COMPENSATION INSURANCE FUND</u> <small>CORRECT NAME OF INSURANCE CARRIER OR ADJUSTING AGENT</small>	<u>PO BOX 659011 * SACRAMENTO, CA 95865-9011</u> <small>ADDRESS</small>	

1. The injured employee claims that while employed as a «Occupation» (OCCUPATION AT TIME OF INJURY) on «DOI» (DATE OF INJURY) at «InjuryCityState» (CITY, STATE), by the employer (s)he sustained injury arising out of and in the course of employment to «BodyPart» (STATE WHAT PARTS OF BODY WERE INJURED)

2. The parties hereby agree to settle any and all claims on account of said injury by the payment of the sum of \$«SettlementSum» in addition to any sums heretofore paid by the employer or the insurer to the employee, less amounts set forth in Paragraph No. 6.

3. Upon approval of this compromise agreement by the Workers' Compensation appeals Board or a workers' compensation judge and payment in accordance with the provisions hereof, said employee releases and forever discharges said employer and insurance carrier from all claims and causes of action, whether now known or ascertained, or which may hereafter arise or develop as a result of said injury, including any and all liability of said employer and said insurance carrier and each of them to the dependents, heirs, executors, representatives, administrators or assigns of said employee.

4. Unless otherwise expressly provided herein, approval of this agreement RELEASES ANY AND ALL CLAIMS OF APPLICANT'S DEPENDENTS TO DEATH BENEFITS RELATING TO INJURY OR INJURIES COVERED BY THIS COMPROMISE AGREEMENT. The parties have considered the release of these benefits in arriving at the sum in Paragraph No. 2.

5. Unless otherwise expressly ordered by a workers' compensation judge, approval of this agreement DOES NOT RELEASE ANY CLAIM APPLICANT MAY NOW OR HEREAFTER HAVE FOR REHABILITATION OR BENEFITS IN CONNECTION WITH REHABILITATION.

6. The parties represent that the following facts are true: (If facts are disputed, state what each party contends under Paragraph No. 10.)

DATE OF BIRTH <u>«DOB»</u>	ACTUAL EARNINGS AT TIME OF INJURY <u>\$«Earnings»</u>	LAST DAY OFF WORK DUE TO THIS INJURY <u>«LastDayOffWork»</u>
-------------------------------	--	---

PAYMENTS MADE BY EMPLOYER OR INSURANCE CARRIER		
TEMPORARY DISABILITY INDEMNITY <u>\$«TDtotal»</u>	WEEKLY RATE <u>\$«TDweeklyRate»</u>	PERIODS COVERED <u>«TDperiods»</u>
PERMANENT DISABILITY INDEMNITY <u>\$«PDtotal»</u>	TOTAL MEDICAL AND HOSPITAL BILLS <u>\$«MedTotal»</u>	

BENEFITS CLAIMED BY INJURED EMPLOYEE	
BEGINNING AND ENDING DATES OF ALL PERIODS OFF DUE TO THIS INJURY <u>«TDperiods»</u>	MEDICAL AND HOSPITAL BILLS PAID BY EMPLOYEE <u>«MedBillsPaidByEE»</u>
TOTAL UNPAID MEDICAL AND HOSPITAL EXPENSE: <u>Unknown</u>	ESTIMATED FUTURE MEDICAL EXPENSE
To Be Paid By: <u>«UnpaidMedPaidBy»</u>	To Be Paid By: <u>None by Defendant</u>

THE FOLLOWING AMOUNTS ARE TO BE DEDUCTED FROM THE SETTLEMENT AMOUNT:

<u>\$«PDtotal»</u>	PAYABLE TO	SCIF	<u>\$0000</u>	PAYABLE TO	
<u>\$0000</u>	PAYABLE TO		<u>\$0000</u>	PAYABLE TO	
<u>\$0000</u>	PAYABLE TO		<u>\$0000</u>	PAYABLE TO	

LEAVING A BALANCE OF \$«BalanceOf», less approved attorney fee (See Paragraph No. 9), payable to applicant. (If payment is to be other than in a lump sum, or there is additional information, specify on separate page(s).) Less all additional advances made to payment of award.

Less all additional advances made to payment of award. (Delete if not applicable)

SCIF 3415 (REV. 1992)
(PAGE 1)
DIA WCAB 15

7. Liens not mentioned in Paragraph No. 6 are to be disposed of as follows: (Choose One) Lien of XXXX has been negotiated and settled for \$XXXX. No liens. Lien of XXXX has not been settled; settlement negotiations have been unsuccessful. Lien to be litigated with WCAB jurisdiction reserved. All paid
8. For the purpose of determining the lien claim(s) filed for benefits paid pursuant to the Unemployment Insurance Code or for benefits furnished by lien claimants defined in Labor Code Sec. 4903.1, the parties propose reduction of the lien claim(s) in accordance with formulas attached.
9. Applicant's (employee's) attorney requests a fee of \$_____. Amount of attorney fee previously paid, if any, \$_____.
10. Reason for Compromise, special provisions regarding rehabilitation and death benefits claims, and additional information:
- This settlement is within the range of medical evidence as reflected in the report(s) of Dr. XXXX, which rates (XX-XX-XX-XX) based on work preclusion of CAT X and of Dr. XXXX, which rates (XX-XX-XX-XX) based on work preclusion of CAT X.**
 - See attached addendum, which is an integral and binding part of this agreement.**
11. It is agreed by all parties hereto that the filing of this document is the filing of an application on behalf of the employee, and that the WCAB may in its discretion set the matter for hearing as a regular application, reserving to the parties the right to put in issue any of the facts admitted herein, and that if hearing is held with this document used as an application the defendants shall have available to them all defenses that were available as of the date of filing of this document, and that the WCAB may thereafter either approve said Compromise Agreement and Release or disapprove the same and issue findings and Award after hearing has been held and the matter regularly submitted for decision.

WITNESS the signature hereof this _____ day of _____, 20____, at _____

WITNESS

APPLICANT (EMPLOYEE) (DATE)

WITNESS

(DATE)

THE APPLICANT'S (EMPLOYEE'S) SIGNATURE MUST BE ATTESTED BY TWO DISINTERESTED PERSONS

OR ACKNOWLEDGED BEFORE A NOTARY PUBLIC.

(DATE)

(DATE)

STATE OF CALIFORNIA

County of _____ }

On this _____ day of _____ A.D., 20____, before me, _____

a Notary Public in and for the said County and State, residing therein, duly commissioned and sworn, personally appeared _____

known to me to be the person _____ whose name _____

subscribed to the within Instrument, and acknowledged to me that _____ he _____ executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this Certificate first above written.

Notary Public in and for said County and State of California

WCAB CASE NUMBER(S):
APPLICANT:
SCIF CLAIM NUMBER(S):

GENERAL PROVISIONS ADDENDUM

1. CONDITIONS FOR COMPROMISE AND RELEASE

There is a good faith dispute as to the nature, extent, and duration of disability, the need for future medical care, whether the claimed disability is the result of the alleged injury or injuries of record. The parties desire to avoid the hazards of litigation and wish to settle for a lump sum certain and defendants wish to buy their peace.

The parties have reviewed the circumstances surrounding this claim, including the medical reports, and agreed that the settlement contemplated is fair and reasonable. This Compromise and Release is intended to include all aspects of the injury or injuries, whether now known or unknown, or which may hereafter arise or develop as a result of the injury or injuries and specifically includes, but is not limited to, all injuries and disability or disabilities as documented in the medical file. The entire medical record in existence at the time of settlement is incorporated by reference herein.

2. SETTLEMENT OF ACCRUED BENEFITS

The settlement includes any claims for retroactive benefits and reimbursement, including, but not limited to, temporary disability indemnity, vocational rehabilitation temporary disability, vocational rehabilitation maintenance allowance, mileage reimbursement, out-of-pocket medical expense, and any interest or penalties, including, but not limited to, sanctions and self-imposed penalties, claimed up to the date of the Order Approving Compromise and Release.

3. VOCATIONAL REHABILITATION

This agreement specifically includes a release of all rehabilitation benefits including vocational rehabilitation temporary disability benefits or maintenance allowance payments until such time as the applicant serves upon the defendant notice of intent to pursue rehabilitation and is determined to be a qualified injured worker.

4. PAYMENT CONDITIONS

Credit is taken for all permanent disability advances made. In the event that there is a dispute concerning any credit taken by defendant, no penalties and interest shall accrue. This settlement includes all interest up to and including thirty (30) days after receipt of the Order Approving Compromise and Release by defendants. Any claims for penalties and interest are waived if this agreement is paid on or before the thirtieth (30th) day following the date of receipt of the Order Approving Compromise and Release by defendants.

5. LEVEL OF PERMANENT DISABILITY

As the result of date of injury _____ applicant has _____ permanent disability to the _____.

Applicant understands, acknowledges, and agrees that this settlement resolves and settles all issues, claims, benefits, and causes of action arising out of this injury.

APPLICANT _____

DATE _____

APPLICANT'S
ATTORNEY _____

DATE _____

DEFENDANT'S
ATTORNEY _____

DATE _____

WORKERS' COMPENSATION APPEALS BOARD
STATE OF CALIFORNIA

SCIF No: «SCIFclaimNO»

«Applicant»

Applicant

Case No: «CaseNo»

vs.

**«Employer»;
State of California
Lawfully uninsured with State Compensation
Insurance Fund as adjusting agent**

Defendants

**Order Approving
Compromise and Release**

The parties to the above-entitled action having filed a Compromise and Release herein, on June 29, 2005 settling this case for \$«SettlementSum» in addition to all sums which may have been paid previously, and requesting that it be approved; and this Board having considered the entire record, including said Compromise and Release, now finds that it should be approved.

Release of Applicant's dependent's potential rights to death benefits has been considered in the adequacy of the Compromise and Release.

The agreed upon settlement amount is considered adequate, based upon a review of the medical evidence.

If checked: This judge has noted and considered the Rodgers/Carter release with respect to any basic benefits resulting from any further injury in rehabilitation in determining adequacy of this settlement and specifically notes that this Compromise and Release does NOT settle Labor Code §139.5 benefits.

If checked: Based upon _____, I find that there are genuine issues, which, if resolved against the applicant, would result in his/her taking nothing. Therefore the Compromise and Release of vocational rehabilitation benefits is appropriate per Thomas v Sports Chalet.

IT IS ORDERED that said Compromise and Release be approved. AWARD is made in favor of: **«Applicant»**, and Against **«Employer»** as follows:

\$«SettlementSum», payable in one lump sum to applicant, LESS advances of Permanent Disability according to proof, and less attorney fees of _____ payable to applicant's attorney.

Interest included in Award if paid within 20 days of receipt of Workers' Compensation Appeals board approval.

Filed and served by mail/personally on: _____
On all parties on the _____
Official Address Record. Workers' Compensation Judge

By: _____

3. Findings and Award

- Determined by the Judge
- Findings based on evidence and testimony presented at trial
- Parties have 20 days to object to the findings
 - File a Petition for Reconsideration (Recon)
- If the Petition is not granted, parties file an Appeal
 - Reviewed at the Appellate Court Level
- If we disagree with those finding we file a Writ of Certiorari
 - Reviewed at the Supreme Court Level

4. Dismissal

- Filed on litigated files when the applicant attorney fails to complete their discovery
- SCIF must notify all parties of intent to dismiss
- Parties have 20 days to file an objection with the DWC
- Judge reviews and issues a determination
 - The judge will allow an additional 10 days for an objection before the decision is final

Resources For More Information

The California Labor Code
www.leginfo.ca.gov/calaw

The Department of Industrial Relations
www.dir.ca.gov

The Division of Workers' Compensation
www.dir.ca.gov/dwc

California Workers' Compensation Institute
www.cwci.com

State Compensation Insurance Fund
www.scif.com

Department of Personnel Administration
www.dpa.ca.gov